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E-filed August 6, 2018  
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**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA**

In re:

U.S.A. DAWGS, INC.,

Plaintiff.

Case No. 18-10453-LEB

Chapter 11

Judge: Hon. Laurel E. Babero

U.S.A. DAWGS, INC.,

Plaintiff,

v.

GEMCAP LENDING I, LLC,

Defendant.

Adv. No. 18-01011-LEB

**DEFENDANT GEMCAP LENDING I,  
LLC'S OPPOSITION TO MOTION FOR  
CONTINUANCE ON MOTION TO  
DISMISS**

**Date of Hearing: August 6, 2018  
Time of Hearing: 9:30 a.m.**

Place: Courtroom No. 3, Third Floor  
Foley Federal Building  
300 Las Vegas Blvd. S.  
Las Vegas, NV 89101

GemCap Lending I, LLC ("GemCap"), by and through its counsel, the law firms Lewis Roca Rothgerber Christie LLP and Freeman, Freeman & Smiley LLP, hereby submits its Opposition to the Motion for Continuance on Motion to Dismiss filed by Mojave Desert Holdings, LLC ("Mojave Desert"), and entity created by James Mann, the brother of the Steve Mann and Barry Mann, the Debtor's principals, on August 3, 2018 ("Motion to Continue")

1 (Adv. ECF No. 41),<sup>1</sup> wherein Mojave Desert seeks to continue the hearing on GemCap's  
 2 Motion to Dismiss the Adversary Complaint U.S.A. Dawgs, Inc. ("Debtor") commenced  
 3 against GemCap on February 20, 2018 [Adv. ECF No. 1].

4 This Opposition is based upon the following grounds and the following reasons: (1) as  
 5 a preliminary matter, on the eve of the hearing, Mojave Desert failed to contact local counsel  
 6 via telephone or email to request an expedited hearing, but only left a message for Todd M.  
 7 Lander Esq. on Friday, August 3, 2018, regarding the request for an expedited hearing; (2)  
 8 Mojave Desert lacks standing to seek a continuance of the Motion to Dismiss the Adversary, as  
 9 Mojave Desert admits in its Motion that "it is in the process of purchasing the Litigation Asset  
 10 from Dawgs Holdings LLC, the entity created by Optimal Investment Group, Inc. ("OIG")"  
 11 and that it does not yet own the Litigation Assets previously owned by the Debtor; (3) GemCap  
 12 is prepared to proceed with the Motion to Dismiss the Adversary Complaint, and disputes  
 13 vigorously Mojave Desert's characterization of the continued August 6, 2018 hearing as a  
 14 placeholder or status hearing. This Court previously continued the dismissal hearing at the  
 15 request of Debtor's replacement counsel, Matt Zirzow, Esq. to allow him time to get up to  
 16 speed and prepare for the hearing, as he has only recently been retained by the Debtor, and  
 17 Attorney Gray Kozlowski represented to the Court that she was unable to argue to oppose the  
 18 Motion to Dismiss the Adversary as a result of her impending withdrawal as Debtor's counsel.  
 19 GemCap has expended fees and costs, including travel costs, to proceed with the dismissal  
 20 hearing on numerous occasions, which has been continued four times, and GemCap will be  
 21 further prejudiced with increasing fees, costs, and additional unnecessary delay, if the hearing  
 22 does not proceed as scheduled on August 6, 2018; (4); the briefing schedule on the Motion to  
 23 Dismiss the Adversary Case is closed, as the Opposition to the Motion to Dismiss Adversary

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24 <sup>1</sup> Unless otherwise identified, all references to "ECF No." are to the numbers assigned to the documents filed in the  
 25 bankruptcy case of *In re U.S.A. Dawgs, Inc.*, Bankr. D. Nev. Case No. 18-10453 ("Bankruptcy Case"), as they  
 26 appear on the docket ("Bankruptcy Docket") maintained by the Clerk of the Court of the United States Bankruptcy  
 Court for the District of Nevada ("Clerk of Court"). All references to "Adv. ECF No." are to the numbers assigned  
 to the documents filed in the adversary proceeding identified in the caption above ("Adversary Proceeding"), as they  
 appear on the adversary docket ("Adversary Docket") maintained by the Clerk of Court.

1 Complaint was filed on April 26, 2018 [Adv. ECF No. 15], and any attempt to submit any  
2 other filings to this Court would result in a fugitive document precluded by the Local Rules of  
3 Bankruptcy Practice of the United States District Court for the District of Nevada (“LR”); (5)  
4 Mojave Desert’s request to further continue the hearing on the dismissal motion is perceived  
5 by GemCap as nothing more than yet another stall tactic and effort by the Debtor to breach the  
6 settlement terms reached with GemCap and presented to the Court. Regardless of whether  
7 Debtor, OIG, or now the soon to be purported successor-in-interest Mojave Desert own the  
8 Debtor’s Litigation Assets, as it relates to the pending Motion to Dismiss the Adversary, each  
9 of them are bound by the May 17, 2018, settlement terms placed on the record before this  
10 Court, and previously upheld by this Court when challenged by Diamond Distribution, Ltd.  
11 (“Double Diamond”) in connection with the Motion to Remove Certain Litigation Claims  
12 From the List of Assets Being Sold at the June 29, 2018 Auction of Debtor’s Assets Or, In the  
13 Alternative, For the Appointment of a Chapter 11 Trustee to Determine Values and Best Use of  
14 Debtor’s Litigation Claims [ECF No. 431] (“Double Diamond Motion”); and (6) Mojave  
15 Desert’s efforts to purchase the Litigation Assets and oppose dismissal of the Adversary Case  
16 appear to confirm allegations of collusion in connection with the Auction and bidding process,  
17 and clearly show the effort by the Mann Siblings to wrest control of the litigation for their  
18 personal benefit.

19 This Opposition is supported by the papers and pleadings on file in this Case, judicial  
20 notice of which GemCap respectfully requests this Court take pursuant to FED. R. EVID. 201(b)  
21 and (c)(2) and FED. R. EVID. 1101(a) and (b); the Memorandum of Points and Authorities  
22 below; and any oral argument the Court entertains at the hearing on the Motion.

23 ...

24 ...

25 ...

26 ...

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. JURISDICTION**

3 This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(a) and 157,  
4 and LR 1001(b)(1). Adjudication of the Motion constitutes a core proceeding pursuant to 28  
5 U.S.C. §§ 157(b)(2)(A), (B), (K). Venue in the District of Nevada is appropriate pursuant to 28  
6 U.S.C. § 1408.

7 **II. STATEMENT OF RELEVANT FACTS**

8 1. On January 31, 2018 (the “Petition Date”), Debtor filed a voluntary chapter 11  
9 Petition [ECF No. 1] (“Petition”).

10 2. On February 20, 2018, Debtor filed a Complaint against GemCap, pending as  
11 Adv. Case No. 18-1011 (“Adversary Complaint”).

12 3. On March 30, 2018, GemCap filed its Motion to Dismiss Adversary Complaint  
13 [Adv. ECF No. 12] (“Dismissal Motion”).

14 4. On March 30, 2018, the Dismissal Motion was noticed for hearing to occur on  
15 May 10, 2018 [Adv. ECF No. 13].

16 5. On April 26, 2018, Debtor filed its Opposition to the Dismissal Motion [Adv.  
17 ECF No. 15] (the “Opposition”).

18 6. The hearing on the Motion to Dismiss Adversary Complaint was continued  
19 from May 10, 2018, to May 17, 2018 [Adv. ECF No. 17].

20 7. On May 3, 2018, GemCap filed its reply in support of the Dismissal Motion  
21 [Adv. ECF No. 16].

22 8. On May 17, 2018, the final terms of the resolution reached between Debtor and  
23 GemCap were placed on the record, pursuant to which Debtor agreed GemCap held an allowed  
24 secured claim in the amount of \$4.3 million (“Allowed Secured Claim”). The Court  
25 established the date for the auction of Debtor’s assets (altogether, the “Assets”), with  
26 GemCap’s credit bid as the stalking horse bidder for June 29, 2018, only in the event OIG

1 failed to timely fund escrow on or before June 15, 2018. In the event OIG timely funded  
2 escrow on or before June 15, 2018, but Debtor was unable to confirm a plan of reorganization  
3 by July 31, 2018, the Court had established the date for auction of Debtor's assets with  
4 GemCap's credit bid as the stalking horse bidder for August 1, 2018 (collectively, the  
5 "Terms"). In reliance of the terms of the agreement, GemCap withdrew its objection to further  
6 use of its cash collateral and agreed, as part of the settlement, to the continued use of that cash  
7 collateral until either confirmation of the proposed plan of reorganization or alternatively,  
8 proceeding with the auction.

9 9. On May 22, 2018, GemCap filed its Notice of Credit Bid of GemCap Lending I,  
10 LLC [ECF No. 303] (the "Credit Bid Notice"), which set forth GemCap's credit bid for the  
11 Assets (the "Credit Bid") in connection with its Allowed Secured Claim up to the amount of  
12 \$4.3 million.

13 10. On June 15, 2018, Debtor filed its Notice of Auction on June 29, 2018 [ECF  
14 No. 380] (the "Auction Notice"), establishing an auction hearing and subsequent sale hearing,  
15 to occur June 29, 2018, at 10:00 a.m. and 4:00 p.m., respectively, for the sale of Debtor's assets  
16 (the "Auction"). *See also* ECF Nos. 389, 390.

17 11. On June 18, 2018, the Court entered its Order approving bid procedures [ECF  
18 No. 383], which Order approved specific bid procedures to be utilized at the Auction.

19 12. On June 26, 2018, Double Diamond filed a Motion to Remove Certain  
20 Litigation Claims from the List of Assets being Sold at the June 29, 2018 Auction of Debtor's  
21 Assets or, in the alternative, for the Appointment of a Chapter 11 Trustee to Determine Values  
22 and Best Use of Debtor's Litigation Claims ("Double Diamond Motion to Remove Litigation  
23 Claims") [ECF No. 431], seeking to intervene in and disrupt the Auction.

24 13. On June 26, 2018, James Mann and Steve Mann each filed a declaration in  
25 support of the Double Diamond Motion to Remove Litigation Claims [ECF Nos. 433-434].  
26

1           14.     On June 28, 2018, at the conclusion of an expedited hearing, this Court denied  
2 the Double Diamond Motion to Remove Litigation Claims, ruling, among other things, the  
3 settlement entered into between the Debtor and GemCap for an Allowed Secured Claim of \$4.3  
4 million was binding as a matter of law. *See* Order Denying Disposition of Property [ECF No.  
5 489].

6           15.     In the interim, GemCap's Motion to Dismiss Adversary has been continued  
7 from July 6, 2018 to July 20, 2018, and again to August 6, 2018, at the request of Debtor's  
8 replacement counsel, Matt Zirzow, Esq., to allow him time to prepare for the hearing, as he  
9 was only recently retained by the Debtor, and Attorney Gray Kozlowski represented to the  
10 Court that she was unable to argue to oppose the Motion to Dismiss the Adversary as a result  
11 of her impending withdrawal as Debtor's counsel.

12           16.     On August 3, 2018, Mojave Desert filed the Motion to Continue on an  
13 expedited basis [Adv. ECF No. 41].

### 14                                   **III.    ANALYSIS**

15           In addition to the dispositive fact that Mojave Desert lacks standing to bring a motion to  
16 continue the hearing on the Motion to Dismiss Adversary, Mojave Desert has failed to comply  
17 with LR in filing the Motion without a statement indicating Desert Mojave's consent to the  
18 jurisdiction of the Court and regarding whether the Motion is a core proceeding. *See* LR 7008.  
19 Mojave Desert also failed to contact local counsel via telephone or email to request an  
20 expedited hearing, but only left a message for Todd M. Lander Esq. on Friday, August 3, 2018,  
21 regarding the request for an expedited hearing on shortened time ("OST"), providing GemCap  
22 no meaningful opportunity to respond to the OST request before Mojave Desert filed its  
23 request for an expedited hearing. GemCap thus had little or no time to prepare for this latest  
24 eleventh hour attempt to continue the hearing on its Motion to Dismiss. Notwithstanding the  
25 failings in seeking the expedited hearing, and jurisdictional defects that preclude this Court  
26

1 from entertaining Mojave Desert's Motion, GemCap presents the following analysis in  
2 opposition to the Motion in an abundance of caution.

3 **A. Mojave Desert Has No Standing to Seek a Continuance of Hearing.**

4 Mojave Desert concedes that it has no standing to bring the Motion. Specifically, as set  
5 forth in the Motion to Continue, Mojave Desert stated that "it is in the process of purchasing  
6 the Litigation Asset from Dawgs Holdings LLC, the entity created by" OIG and that it does not  
7 yet own the Litigation Assets previously owned by the Debtor. *See* Motion, Adv. ECF No. 41,  
8 p. 2, ll. 2-3. As of the date of this writing, Mojave Desert has failed to present any admissible  
9 evidence to demonstrate that it in fact owns the Litigation Assets previously owned by the  
10 Debtor and subsequently OIG. Absent evidence of an assignment or purchase for  
11 consideration, Mojave Desert lacks standing to seek a continuance of the Motion to Dismiss  
12 Adversary.

13 **1. Last Minute Request for Expedited Hearing Inconsistent with "Long-**  
14 **Standing Obligations" of Mojave Desert's Counsel.**

15 James Mann was present during the July 20, 2018, hearing on the Motion to Dismiss  
16 Adversary, when GemCap specifically requested an independent date for the continued hearing  
17 to ensure that its Motion be heard and the Manns' persistent efforts to sabotage the May 17  
18 agreement – which Steven and Barrie Mann negotiated on behalf of the Debtor – for their  
19 personal benefit. But at no time did counsel for James Mann's entity request a different  
20 hearing date from GemCap based upon the "long-standing obligations" of counsel that  
21 interfered with the continued hearing of August 6, 2018. Gamesmanship and lack of good faith  
22 are the catalyst for James Mann's last minute request for a continuance, as evidenced by the  
23 timing of the formation of Mojave Desert, juxtaposed with the eleventh hour request filed late  
24 on a Friday afternoon to thwart GemCap's dismissal efforts. A true and correct copy of the  
25 corporate formation information for Mojave Desert Holdings LLC is attached hereto as  
26 **Exhibit "A"**, reflecting a corporate file date of July 27, 2018, and the filing of the Initial List

1 of Officers and Articles of Organization on the same date, identifying James Mann as the  
2 resident agent and managing member.<sup>2</sup> Inexplicably, James Mann, through his newly created  
3 entity Mojave Desert, waited one full week before requesting the continued hearing date,  
4 creating his own “emergency”.

5 This Court has been exceedingly accommodating in that it has repeatedly allowed  
6 telephonic appearances in connection with out-of-state counsel throughout the proceedings  
7 involving Debtor’s case. And yet it remains unclear from the cursory explanation in Matt  
8 Berkowitz’s Declaration why a telephonic hearing was not requested by either of the two lead  
9 attorneys. Mojave Desert failed to identify an alternative time for the hearing after 9:30 a.m.  
10 on August 6, 2018 [Adv. ECF No. 41, pp. 4-5]. Rather, Mr. Berkowitz solely identified “long-  
11 standing obligations [of] both Fred Sosnick” and Mr. Berkowitz, the principal attorneys, as the  
12 reason for their inability to attend the hearing. GemCap’s Motion to Dismiss has been on file  
13 with this Court since March 30, 2018 [Adv. ECF No. 12], allowing more than sufficient time  
14 for local counsel to prepare for the hearing that has been scheduled most recently since July 20,  
15 2018.

16 James Mann was in the courtroom when the Court continued the hearing on the Motion  
17 to Dismiss, and at no time did Mojave Desert raise a scheduling issue, especially given the  
18 repeated representations made starting June 29, 2018, that James Mann intended to purchase  
19 the Litigation Assets. And that is particularly troubling, given that GemCap was emphatic in  
20 requesting a hearing date for the Motion that preceded the hearing on the Debtor’s Motion to  
21 Dismiss the Adversary Action – precisely because of the Manns’ constant and increasingly  
22 desperate attempts to renege on the Settlement Agreement they negotiated and reached on  
23 behalf of the Debtor May 17, 2018, it is imperative that this matter be brought to a conclusion  
24 by this Court by dismissing the Adversary Action. Notwithstanding Mr. Berkowitz’s  
25 representations to the Court in his declaration that “[w]e expect that the purchase will be

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26 <sup>2</sup> GemCap requests that this Court take judicial notice of the Nevada Secretary of State filing pursuant to FED. R. EVID. 201(b) and (c)(2) and FED. R. EVID. 1101(a) and (b), which document is a matter of public record.



1 completed in the very near future, and likely before the hearing” on GemCap’s Motion to  
2 Dismiss Adversary [Adv. ECF No. 41, p. 5, ll. 1-4], Mojave Deserts has not provided GemCap  
3 with a copy of an executed purchase agreement.

4 **2. GemCap Will be Prejudiced if Hearing on Motion to Dismiss Adversary is**  
5 **Continued Yet Again.**

6 GemCap will *again* be prejudiced in the event the Motion to Dismiss Adversary is  
7 continued a fifth time, given the unnecessary costs GemCap will incur to travel to yet another  
8 continued hearing on the adversary dismissal motion. On July 20, 2018, GemCap made  
9 unequivocally clear during the last hearing on the Motion to Dismiss Adversary that it was  
10 prepared to proceed with the Motion to Dismiss the Adversary Complaint. GemCap disputes  
11 vigorously Mojave Desert’s characterization of the continued August 6, 2018 hearing as a  
12 placeholder or status hearing. This Court previously continued the dismissal hearing at the  
13 request of Debtor’s replacement counsel, Matt Zirzow, Esq. to allow him time to become  
14 familiar with the matter and prepare for the hearing. As this Court may recall, during the July  
15 20, 2018, Attorney Gray Kozlowski represented to the Court that she was unable to argue in  
16 opposition to the Motion to Dismiss the Adversary as a result of her impending withdrawal as  
17 Debtor’s counsel. GemCap has expended fees and costs, including travel costs, to proceed  
18 with the dismissal hearing on numerous occasions, which has been continued four times, and  
19 GemCap will be further prejudiced with increasing fees, costs, and additional unnecessary  
20 delay, if the hearing does not proceed as scheduled on August 6, 2018.

21 **3. GemCap’s Motion to Dismiss Adversary is Fully Briefing, Requiring Only**  
22 **Oral Argument.**

23 Debtor, its affiliates Double Diamond and its principals, through family members, in  
24 this instance James Mann, through Mojave Desert, have effectively stalled the hearing on the  
25 Motion to Dismiss the Adversary, and are now playing a game of hot potato in furtherance of  
26 the ongoing delay tactics. Based upon the record before this Court, and the repeated

1 continuances, this Court should deny Mojave Desert's request to continue the hearing for a  
 2 fifth time, especially given that the briefing schedule on the Motion to Dismiss the Adversary  
 3 Case is closed.

4 The Opposition to the Motion to Dismiss Adversary Complaint was filed on April 26,  
 5 2018 [Adv. ECF No. 15]. Any attempt by Mojave Desert to submit any other filings to this  
 6 Court over three (3) months after the opposition deadline would result in a fugitive document  
 7 precluded by the Local Rules. James Mann's purpose in attempting to hijack the Debtor's  
 8 Adversary Complaint is to weaponize the bankruptcy litigation in an effort to help his brothers  
 9 gain some tactical advantage over the pending federal guarantor action commenced by  
 10 GemCap in California. Mojave Desert's request to further continue the hearing on the  
 11 dismissal motion is perceived by GemCap as nothing more than yet another stall tactic that  
 12 should not be tolerated by this Court.

13 **B. To Extent Mojave Desert Is Deemed to Have Standing, It Is Estopped From**  
 14 **Challenging GemCap's Settlement with Debtor and Raising Defenses to Dismissal**  
 15 **of Adversary.**

16 Alternatively, to the extent this Court finds that Mojave Desert has standing to argue  
 17 the Motion to Dismiss, the Debtor, and in turn OIG, the successful bidder, and any successors-  
 18 in-interest as it relates to the Litigation Assets, are each respectively bound by the settlement  
 19 Terms placed on the record before this Court on May 17, 2018. *See e.g., Doi v. Halekulani*  
 20 *Corp.*, 276 F.3d 1311, 1138 (9th Cir. 2002) ("it is well-established that an oral agreement is  
 21 binding on the parties, particularly when the terms are memorialized into the record") (citations  
 22 omitted).<sup>3</sup> Mojave Desert seeks to breach the Debtor's settlement Terms reached with  
 23 GemCap and presented to the Court, which settlement Terms are part of the Litigation Assets  
 24 which Mojave Desert claims it is "in the process of purchasing." See Motion to Continue, p. 2,  
 25 ll. 2-3 [Adv. ECF No. 41]. Regardless of whether Debtor, OIG, or now the soon to be

26 <sup>3</sup> *See also In re Christie*, 173 B.R. 890, 891 (Bankr.E.D.Tex.1994) ("An agreement announced on the record becomes binding even if a party has a change of heart after [she] agreed to its terms but before the terms are reduced to writing.").

1 purported successor-in-interest Mojave Desert own the Debtor's Litigation Assets, as it relates  
2 to the pending Motion to Dismiss the Adversary, each of them are bound by the May 17, 2018,  
3 settlement terms placed on the record before this Court, and previously upheld by this Court  
4 when challenged by Double Diamond in connection with the Double Diamond Motion [ECF  
5 No. 431].

6 Mojave Desert's efforts to purchase the Litigation Assets and oppose dismissal of the  
7 Adversary Case also appear to confirm allegations of collusion in connection with the Auction  
8 and bidding process, and clearly show the effort by the Mann Siblings to wrest control of the  
9 litigation for their personal benefit. But notwithstanding these transparent and repeated  
10 maneuvers, at best, Mojave Desert will have rights, if any, by way of an assignment, and  
11 bankruptcy does not enlarge or abridge a successor's rights to an asset. Rather, Mojave Desert  
12 is bound by the same rights that the Debtor had in its defense of the Adversary Complaint,  
13 which in this instances includes the agreement between the Debtor and GemCap as placed on  
14 the record on May 17, 2018, providing GemCap with an Allowed Secured Claim for \$4.3  
15 million in exchange for GemCap's support of the Plan, continued use of its cash collateral,  
16 among other things.

17 As previously raised by GemCap on numerous occasions, the Ninth Circuit held in *Doi*,  
18 *supra* 276 F.3d at 1311, that "it is well-established that an oral agreement is binding on the  
19 parties, particularly when the terms are memorialized into the record." (citations omitted).  
20 Mojave Desert cannot now undermine and purport to vitiate Debtor's settlement with GemCap,  
21 which bundle of rights and attendant obligations were subsequently sold to OIG at the Auction.  
22 Debtor and its successors cannot challenge the previously agreed upon settlement Terms, given  
23 GemCap's performance in accordance with the Terms placed on the record on May 17, 2018.  
24 Debtor, and successor OIG, and to the extent applicable Mojave Desert in the event an  
25 assignment and purchase are effectuated, are all estopped from raising defenses to the  
26 dismissal of the Adversary Complaint in light of the Terms of the settlement. Based upon the

1 undisputed facts before this Court, denial of Mojave Desert's Motion to Continue the hearing  
2 on the dismissal of the Adversary Complaint is warranted.

3 **IV. CONCLUSION**

4 Based upon the foregoing, GemCap respectfully requests this Court deny Mojave  
5 Desert's Motion to Continue the hearing on GemCap's Motion to Dismiss Adversary to avoid  
6 any further and unnecessary prejudice, delay and cost to GemCap.

7 DATED this 6th day of August, 2018.

8  
9 LEWIS ROCA ROTHGERBER CHRISTIE LLP

10 By: /s/ Ogonna Brown

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16 *Attorneys for GemCap Lending I, LLC*  
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**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of Lewis Roca Rothgerber Christie LLP, and that on the 6th day of August, 2018, I caused to be served a true and correct copy of the OPPOSITION TO MOTION FOR CONTINUANCE OF HEARING ON MOTION TO DISMISS in the following manner:

☒ (ELECTRONIC SERVICE) Under Administrative Order 02-1 (Rev. 8-31-04) of the United States Bankruptcy Court for the District of Nevada, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by that Court's facilities.

☐ (UNITED STATES MAIL) By depositing a copy of the above-referenced document for mailing in the United States Mail, first class postage prepaid, at Las Vegas, Nevada, to the parties listed on the attached service list, at their last known mailing addresses, on the date above written.

☐ (OVERNIGHT COURIER) By depositing a true and correct copy of the above-referenced document for overnight delivery via Federal Express, at a collection facility maintained for such purpose, addressed to the parties on the attached service list, at their last known delivery address, on the date above written.

☐ (FACSIMILE) That I served a true and correct copy of the above-referenced document via facsimile, to the facsimile numbers indicated, to those persons listed on the attached service list, on the date above written.

\_\_\_\_\_  
/s/ C.J. Scruggs  
C.J. Scruggs, an employee of  
Lewis Roca Rothgerber Christie LLP

## **EXHIBIT A**

# MOJAVE DESERT HOLDINGS LLC

## Business Entity Information

Status:	Active	File Date:	7/27/2018
Type:	Domestic Limited-Liability Company	Entity Number:	E0356532018-6
Qualifying State:	NV	List of Officers Due:	7/31/2019
Managed By:	Managing Members	Expiration Date:	
NV Business ID:	NV20181535425	Business License Exp:	7/31/2019

## Additional Information

Central Index Key:	
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## Registered Agent Information

Name:	JAMES MANN	Address 1:	517 BIGHORN RIDGE AVE,
Address 2:		City:	HENDERSON
State:	NV	Zip Code:	89012
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

## Financial Information

No Par Share Count:	0	Capital Amount:	\$ 0
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No stock records found for this company



## Officers

☐ Include Inactive Officers

### Managing Member - JAMES MANN

Address 1:	517 BIGHORN RIDGE AVE,	Address 2:	
City:	HENDERSON	State:	NV
Zip Code:	89012	Country:	
Status:	Active	Email:	



## Actions\Amendments

Action Type:	Articles of Organization		
Document Number:	20180331163-68	# of Pages:	1
File Date:	7/27/2018	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		

<b>Document Number:</b>	<b>20180331164-79</b>	<b># of Pages:</b>	<b>1</b>
<b>File Date:</b>	<b>7/27/2018</b>	<b>Effective Date:</b>	
<b>(No notes for this action)</b>			